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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

PAMELA ANDERSON,
Plaintiff,

vs.

PANORAMA TOWERS III, LLC;
HALLIER PROPERTIES,
LLC; LAURENCE HALLIER,
Defendants.

Case No. **CV11-02431** BHK (JCG)
COMPLAINT FOR BREACH OF
WRITTEN CONTRACT AND
FRAUD

DEMAND FOR JURY TRIAL

Original Complaint

BY: _____

CLERK U.S. DISTRICT COURT
CENTRAL DISTRICT OF CALIF.
LOS ANGELES

11 MAR 23 AM 10:32

FILED

1 **NATURE OF THIS ACTION**

2 1. This is an action for breach of contract brought by the internationally
3 famous actress and activist Pamela Anderson ("Anderson").

4 2. On or about February 27, 2006 Anderson entered into a written
5 agreement with Hallier Properties, LLC and its "successors, subsidiaries, [and]
6 affiliated entities. . ." Those successors, subsidiaries, and affiliated entities include,
7 but may not be limited to, defendant Panorama Towers III, LLC.

8 3. Generally speaking, the written agreement between the parties
9 required that Anderson promote real estate developments owned and managed by
10 the defendants. Anderson's promotional activities occurred mostly in Los Angeles,
11 California, but also in Las Vegas, Nevada and London, England.

12 4. The real estate development consisted of several condominium
13 towers located on several adjacent lots near the Las Vegas Strip. Laurence Hallier,
14 through his alter egos, the Hallier Companies, promoted the development.

15 5. Anderson has demanded the payment promised in the written
16 agreement for her work but defendants have refused payment.

17 **THE PARTIES**

18 6. Plaintiff Pamela Anderson is a resident and citizen of the State of
19 California.

20 7. Plaintiff is informed and believes and thereon alleges that Defendants
21 Panorama Towers III, LLC and Hallier Group Holdings, Inc. are Nevada
22 corporations or limited liability companies whose members reside in Nevada and
23 thus are citizens of the State of Nevada.

24 8. Laurence Hallier is an individual whose place of citizenship is
25 Nevada. Laurence Hallier is the sole officer and director of Panorama Towers III,
26 LLC and Hallier Group Holdings, Inc.

1 9. Panorama Towers III, LLC and Hallier Group Holdings, Inc.
2 are alter egos of Laurence Hallier ("Hallier"). There is unity of interest between
3 Hallier and Panorama Towers III, LLC and Hallier Group Holdings, Inc. such that
4 their separate personalities do not exist. They have commingled funds and assets
5 and Hallier has disregarded the formalities of the Panorama Towers III, LLC and
6 Hallier Group Holdings, Inc. Hallier took funds from Panorama Towers III, LLC to
7 make part payment to Plaintiff under the terms of the parties' agreement even
8 though Defendant contends that the agreement was made only on behalf of Hallier
9 Properties, LLC. Hallier Properties, LLC was, at all times relevant to the
10 allegations of the Second Amended Complaint, inadequately capitalized when it
11 entered into the agreement with plaintiff and could not meet its contractual
12 obligations under the agreement.

13 10. Laurence Hallier is the sole or controlling officer and director of
14 Panorama Towers III, LLC and Hallier Group Holdings, Inc.

15 11. At all times mentioned herein, the Defendants, and each of them,
16 were the agents, employees, principals, subsidiaries, co-conspirators, joint
17 venturers, partners and successors and/or predecessors of each of the other
18 defendants and were at all times acting within the course and scope of said
19 relationship, and each Defendant was fully aware of the conduct of the remaining
20 Defendants, and all Defendants authorized, ratified, and approved the acts of each
21 other.

22 12. Evidence of the Defendants' agency relationship is apparent in the
23 manner in which Plaintiff was paid a portion of the amounts owed under the
24 parties' agreement. Hallier Properties LLC was undercapitalized and was unable to
25 make the initial \$200,000 owed under the parties' agreement. In response,
26 Laurence Hallier simply paid Plaintiff with a check drawn on an account for
27 Panorama Towers III, LLC. This illustrates both that Panorama Towers III, LLC
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1 was a joint-venturer or partner of Hallier Properties, LLC in contracting with
 2 Plaintiff, and that Panorama Towers III, LLC was an “affiliate” of Hallier
 3 Properties, LLC and, thus, a party to the agreement.

4 13. That Laurence Hallier could simply issue a check from Panorama
 5 Towers III, LLC for a debt ostensibly owed by Hallier Properties LLC also
 6 illustrates that Laurence Hallier was the alter ego of Hallier Properties, LLC and
 7 Panorama Towers III, LLC and that the purported formal distinction between
 8 Hallier, the individual, and these Hallier entities should be disregarded and that
 9 Laurence Hallier must be held personally liable under the parties’ agreement.

10 **JURISDICTION AND VENUE**

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 12 14. This court has “diversity jurisdiction” (28 USC §1332) over the
 13 subject matter of the action. Plaintiff is a citizen of California and plaintiff alleges,
 14 on information and belief, that all defendants are citizens of Nevada. Plaintiff’s
 15 damages exceed \$1,000,000.00. The court has personal jurisdiction over the
 16 defendants all of whom have minimum contacts with the state of California.

17 15. Venue is proper in the Central District of California since
 18 defendants solicited plaintiff to perform work for them in this District, negotiations
 19 between the parties occurred in this District, most of plaintiff’s work required by
 20 the agreement was performed in this District, and a substantial part of the events
 21 and omissions giving rise to the claims occurred in this District.

22 **FIRST CLAIM FOR RELIEF**

23 (Breach of Written Contract Against All Defendants)

24 16. Plaintiff incorporates as if fully set forth herein paragraphs 1- 15
 25 above.

26 17. On or about February 26, 2006, the parties entered into a written
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1 agreement. The agreement was signed by Anderson and Laurence Hallier on behalf
2 of "Hallier Properties, LLC" though by its express terms the agreement was also
3 with Laurence Hallier's affiliated companies, including each of the defendants.
4 Under the terms of that agreement, Anderson was to promote the Panorama Towers
5 developments by making public appearances in Las Vegas, Los Angeles, and
6 London, England. [A true and correct copy of that agreement is attached as Exhibit
7 "A" and incorporated herein.]

8 18. In exchange for plaintiff's promotional work on behalf of the
9 defendants, plaintiff was to receive a payment of \$200,000, a \$10,000 professional
10 services fee, then either a condominium in defendants' condo tower in Las Vegas,
11 or a payment of \$1,000,000.00. Plaintiff was to receive the cash payment if
12 defendants had not completed construction of several towers before March 31,
13 2009. Construction of that tower was never completed.

14 19. At the time Laurence Hallier signed the agreement he was aware
15 that Hallier Properties LLC did not have sufficient resources to pay Anderson the
16 required compensation under the agreement.

17 20. In partial payment to plaintiff Laurence Hallier issued a check to
18 Anderson for \$200,000 for initial compensation owed to her under the terms
19 of the parties' agreement. However, since Hallier Properties LLC was inadequately
20 capitalized and could not satisfy the debt represented by the agreement with
21 Anderson, the check issued to plaintiff was written on an account in the name of
22 Panorama Towers, LLC. Laurence Hallier, as the sole signatory on that account,
23 signed the check on behalf of Panorama Towers, LLC.

24 21. The payment to plaintiff by Panorama Towers, LLC illustrates that
25 both Panorama Towers, LLC is an "affiliate" of Hallier Properties LLC as
26 "affiliate" is understood under the terms of the parties' agreement and that Hallier
27 exercises complete control over both Hallier Properties LLC and Panorama
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1 Towers, LLC. The payment also illustrates that these Hallier-controlled companies
2 are alter egos of Laurence Hallier.

3 22. Plaintiff has performed all conditions-precedent to obtaining
4 compensation under the agreement. Although not contractually required before
5 filing suit, plaintiff has made an informal demand for payment which the
6 defendants ignored.

7 23. Defendants have refused to comply with the agreement and pay
8 plaintiff the consideration promised for her promotional activities.

9 24. As a result of defendants' breach plaintiff has suffered damages of
10 more than \$1,000,000.00.

11 **SECOND CLAIM FOR RELIEF**

12 (Fraud Against All Defendants)

13 25. Plaintiff incorporates as if fully set forth herein paragraphs 1- 24
14 above.

15 26. In order to induce plaintiff to enter into an agreement with the
16 defendants, Laurence Hallier on behalf of himself and each of the Hallier
17 Companies, represented to plaintiff that the Hallier entities were adequately
18 capitalized to compensate plaintiff as required under the terms of the parties
19 agreement.

20 27. Specifically at or near the time the agreement was entered into,
21 plaintiff represented that the Hallier Companies could carry out the construction of
22 the residential high-rise in which plaintiff was promised a unit or pay plaintiff
23 \$1,000,000.

24 28. Plaintiff reasonably relied on these representations in entering into the
25 agreement with defendants, in performing the promotional work required under the
26 agreement and in foregoing other gainful employment she could have taken but for
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1 the fact that her schedule was occupied with work necessary to perform the
2 requirements of the parties' agreement.

3 29. Defendants knew that their representations outlined in paragraph 27
4 above were false or they made them recklessly without having any reason to
5 believe they were true. Defendants knew at the time that they hired plaintiff that
6 they were not financially capable of completing construction of the high-rise tower
7 in which plaintiff was promised a unit. Defendants also knew that they could not
8 pay plaintiff the full compensation owed under the agreement.

9 30 Defendants representations were made at or near the time that
10 negotiations were occurring over the parties' agreement and were made in phone
11 conversations and email with plaintiff and her representatives.

12 31. As the result of defendants' fraudulent representations, plaintiff has
13 been damaged in excess of \$75,000.

14 32. An award of punitive damages is warranted because Defendants'
15 conduct was done with a conscious disregard of plaintiff's rights. Defendants'
16 conduct is and was despicable, and was done with the intent to vex, injure, or
17 annoy plaintiff such as to constitute oppression, fraud, or malice under California
18 *Civil Code* §3294. Defendants' conduct was and is oppressive, malicious,
19 despicable and fraudulent. Defendants' oppression, fraud or malice was undertaken
20 personally by, or with the advance knowledge, ratification, conscious disregard,
21 authorization, or ratification of, Defendants' officers, directors, or managing
22 agents.

23 **PRAYER**

24 Plaintiff prays for judgment as follows:

- 25 1. For damages in the amount owed under the agreement;
26 2. For punitive damages under the Second Claim;
27 3. For all costs of suit incurred;

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4. For contractual attorneys fees as prevailing party;
5. For pre-judgment interest;
6. For such other relief as the court deems just and proper.

Dated: March 21, 2011

MASTROIANNI LAW FIRM

By:

A. Douglas Mastroianni
for Pamela Anderson

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury.

Dated: March 21, 2011

MASTROIANNI LAW FIRM

By:

Douglas Mastroianni
for Pamela Anderson

A.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge George King and the assigned discovery Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

CV11- 2431 GHK (JCGx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

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NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☒ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☐ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

AO 440 (Rev. 12/09) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Central District of California

Pamela Anderson

Plaintiff

v.

Panorama Towers III, LLC; Hallier Properties, LLC;
Laurence Hallier

Defendant

Civil Action No.

CV 11-02431-6HAK(JLCx)

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Panorama Towers III, LLC; Hallier Properties, LLC; Laurence Hallier

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: A. Douglas Mastroianni, 633 W. 5th Street, 28th Floor, Los Angeles, CA 90071

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MAR 23 2011

Date: _____

CLERK OF COURT

JULIE PRADO

SEAL

Signature of Clerk or Deputy Clerk

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) Pamela Anderson	DEFENDANTS Panorama Towers III, LLC; Hallier Properties, LLC; Laurence Hallier
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) Mastroianni Law Firm, 633 W. 5th St., 28th Floor, Los Angeles, CA 90071.	Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%;"> <tr> <td style="width:33%;">Citizen of This State</td> <td style="width:10%; text-align: center;">PTF DEF</td> <td style="width:10%; text-align: center;"><input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1</td> <td style="width:33%;">Incorporated or Principal Place of Business in this State</td> <td style="width:10%; text-align: center;">PTF DEF</td> <td style="width:10%; text-align: center;"><input type="checkbox"/> 4 <input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td></td> <td><input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td></td> <td><input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td></td> <td><input type="checkbox"/> 3 <input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td></td> <td><input type="checkbox"/> 6 <input type="checkbox"/> 6</td> </tr> </table>	Citizen of This State	PTF DEF	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF	<input type="checkbox"/> 4 <input type="checkbox"/> 4	Citizen of Another State		<input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State		<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country		<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation		<input type="checkbox"/> 6 <input type="checkbox"/> 6
Citizen of This State	PTF DEF	<input checked="" type="checkbox"/> 1 <input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	PTF DEF	<input type="checkbox"/> 4 <input type="checkbox"/> 4														
Citizen of Another State		<input type="checkbox"/> 2 <input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State		<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5														
Citizen or Subject of a Foreign Country		<input type="checkbox"/> 3 <input type="checkbox"/> 3	Foreign Nation		<input type="checkbox"/> 6 <input type="checkbox"/> 6														

IV. ORIGIN (Place an X in one box only.) <input checked="" type="checkbox"/> 1 Original Proceeding <input type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge
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V. REQUESTED IN COMPLAINT: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Check 'Yes' only if demanded in complaint.)	MONEY DEMANDED IN COMPLAINT: \$ 1,000,000 plus fees and interest
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CLASS ACTION under F.R.C.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) Breach of contract and fraud

VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Rocketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

CV11-02431

FOR OFFICE USE ONLY: Case Number: _____

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
 If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☐ No ☒ Yes
 If yes, list case number(s): CV09-08323

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☒ A. Arise from the same or closely related transactions, happenings, or events; or
☒ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☒ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.
☒ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	Clark County, Nevada

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____ **Date** March 21, 2011

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))